



हरियाणा HARYANA

2032
111107

346524

Total Cost of Plot = Rs. 1,45,80,000/-
Cost of NJSP = Rs. 8,75,000/-

CONVEYANCE DEED

This deed of conveyance made on theth day of January..... in the year 2007..... between "The Haryana State Industrial & Infrastructure Development Corporation Limited, Registered Office C 13 & 14, Sector 6, Panchkula", hereinafter called the transferor of the one part, which expression shall include its successor, assignees, administrators, executors through its authorized signatory; and M/s Badve Engineering Pvt. Ltd., D-39, M.I.D.C. Waluj, Aurangabad, Maharashtra - 431136, hereinafter called the transferee of the other part of the conveyance deed, which expression shall include his/her/its heirs, successors, assignees, administrators, nominees, etc. through its authorized signatory namely Sh. Krishna Gangadharrao Awalgaonkar.

Whereas the Plot hereinafter described and intended to be hereby conveyed is owned by the transferor with full proprietary rights.

For Haryana State Indl & Infrs. Dev Coprn Ltd

For Badve Engineering Pvt. Ltd.

Senior Manager (IA)

1348
1972

12/11/07

प्रलेख न: 2032

दिनांक 11/01

डीड संबंधी विवरण		
Conveyance Deed डीड का नाम SALE OUTSIDE MC AREA		
तहसील/सब-तहसील बावल	गांव/शहर बावल	स्थित HSIDC औद्योगिक
भवन का विवरण		
भूमि का विवरण		
निर्वासीय 3 नो. 15/1/07		
धन संबंधी विवरण		
राशि 14,580,000.00 रुपये		स्टाम्प ड्यूटी की राशि 875.00
रजिस्ट्रेशन फीस की राशि 500.00 रुपये		पेस्टिंग शुल्क 3.00 रुपये

यह प्रलेख आज दिनांक 11/01/2007 दिन गुरुवार समय बजे श्री/श्रीमती/कुमारी पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



संयुक्त पंजीयन अधिकारी
बावल

श्री

उपरोक्त विक्रेता श्री/श्रीमती/कुमारी क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुन तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी रामनाथ नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी बावल व श्री/श्रीमती/कुमारी अभीजीत पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी शंकर राव निवासी ओरगाबाद ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 11/01/2007

संयुक्त पंजीयन अधिकारी
बावल





हरियाणा HARYANA

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Whereas Industrial Plot No. 19 to 21 & 36 to 38, Sector 6 at Growth Centre, Bawal measuring 24,300 Sq Mtrs. was allotted to the transferee, in pursuance to its application for allotment of the plot for the purpose of setting up of project of manufacturing of Engineering, contained in the Regular Letter of Allotment (RLA), dated 11.2.2004 and Agreement dated 16.3.2004, which shall continue to remain part and parcel of this deed.

Whereas the transferee has made the full payment amounting to Rs. 1,45,80,000/- (Rupees One Crore Forty Five Lakhs Eighty Thousands only) as on date, towards the price of the said Plot.

NOW THEREFORE, this deed witnesseth that for the purpose of carrying into effect the Regular Letter of Allotment (RLA) and the Agreement and further in consideration of the said sum of Rs. 1,45,80,000/- (Rupees One Crore Forty Five Lakhs Eighty Thousands only) paid by the transferee, the transferor hereby grants and conveys to the transferee all that part and parcel of Plot No. 19 to 21 & 36 to 38, Sector 6 at Growth Centre, Bawal measuring 24,300 sq. mtrs. on the following terms and conditions:

1. That any additional price of the aforesaid Plot, as a consequence of enhancement in compensation that may be awarded by the Court(s) in



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2. the matters/cases arising out of the acquisition proceedings or any incidental or connected matter thereto, shall be payable by the transferee, in lump-sum, within 30 days from the date of issuance of demand notice, failing which penal interest @ 14% p.a. shall be charged on the due amount from the date of notice till the date of payment. In the event of non-payment of such enhanced compensation, within a period of three months from the date of notice, the aforesaid Plot shall also be liable to be resumed.
3. That the aforesaid Plot has been allotted on the "as is where is basis" and that the transferor will not be responsible for leveling uneven site; and that the transferee shall be liable to pay additional sum/money for any structure/super structure, trees & plants, boundary/compound wall or any other fixture that may be standing/existing thereon at the time of allotment, for which compensation, as assessed, had been paid by the transferor.
4. *That the transferee shall be required to implement the project, for which the aforesaid plot has been allotted, within a period of three years from the date of offer of possession; and that implementation of the project shall mean the commencement of commercial production,



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after coverage of construction in accordance with the norms specified in the Estate Management Procedure -2005, as amended from time to time (hereinafter called EMP) and installation of the plant and machinery.

*That the transferee shall be required to implement the project, for which the aforesaid shed has been allotted, within a period of two years from the date of offer of possession; and that implementation of the project shall mean the commencement for commercial production, after installation of the plant and machinery.

• **Strike whichever is not applicable.**

4. That notwithstanding the period of three years stipulated qua implementation of the project on the plot, the transferee, as far as possible, shall take the following steps within the period of two years from the date of offer of possession of the aforesaid plot:-

- Taking over possession of the plot.
- Submission of building plans.
- Placement of orders of machinery and other capital goods.
- Financial tie-up.
- Technical and marketing tie-up.



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*The period of three years for implementation of the project on the plot, may be further extended by transferor by one year subject, however, to the conditions that apart from completion of construction upto the level prescribed in the EMP, the transferee satisfies that he had taken effective steps for the implementation of the project within the requisite period of three years, but for the reasons beyond his control, he could not commence the commercial production. Provided further that second extension of one year for the completion of the project i.e. after four years from the date of offer of possession, may be granted, only in exceptional circumstances.

* That the period of two years for implementation of the project by transferee of the shed, may be further extended for one year by transferor, in case the transferee has installed/placed orders for installation of the substantial part of the plant & machinery.

Upon failure on the part of the transferee to adhere to the schedule/time available for the implementation of the project, the transferor shall be competent to resume the aforesaid Plot after giving show cause notice.



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* Strike whichever is not applicable.

5. That in case the transferee has been granted extension in the implementation of the project beyond the stipulated period of implementation, the transferee shall be required to pay extension fee at the rates, laid down in the EMP, which may be revised from time to time.
6. That the transferee shall be deemed to have completed the project if he, within the period available for implementation of the project, achieves construction coverage as per the norms specified in EMP and starts commercial production of the project after installation of plant & machinery. The transferee shall, within one month of completion of project, inform the concerned field office of the transferor, in writing, that the project has been completed, alongwith documentary proofs in this regard.
7. That the transferee shall use and utilize the aforesaid Plot for the purposes for which it has been allotted and shall not change the nature of the project or related activities in any manner whatsoever, except

Authorized:



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with the prior permission, which may be granted by the transferor only after considering the ground(s) and such other factors, as contemplated in the EMP, provided that the transferee has paid requisite fee alongwith written request in this behalf. Violation, if any, shall entail resumption of the Plot.

8. That the transferee shall construct the building on the aforesaid plot after getting the building plans approved from the competent authority and the said building plans shall be approved in conformity with the building bye-laws, as applicable from time to time. However, before start of construction, the transferee shall submit a copy of the approved building plans to the transferor.
9. That the transferee shall apply for an occupation certificate in the concerned field office of transferor. Further, the procedure to grant occupation certificate shall be governed by the rules & regulations of Department of Town & Country Planning, Haryana, as amended from time to time.
10. That the use of the land and the building erected on the above said Plot shall be governed by the zoning plan of the Estate. The



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permissible covered area shall be governed as per rules & regulations of the Department of Town & Country Planning, Haryana, as amended from time to time. Zoning violations and the deviation from the approved building plans at any stage shall cause a notice to rectify the breach by the transferee. In the event of non-compliance by the transferee, the aforesaid Plot shall be liable to be resumed and the transferee shall be required to remove the plant & machinery within a period of two months from the order of the resumption at the cost and peril of the transferee.

11. That the transferee shall not bifurcate the aforesaid Plot except with the prior permission of the transferee. Bifurcation of the plot shall, however, be governed and regulated in the manner as provided in the EMP. Bifurcation of shed shall not be allowed.
12. That the transferee shall have no right to transfer the land and building standing thereon by way of sale or gift, mortgage, lease or any other way without specific written approval from the transferor.

For Badve Engineering Pvt. Ltd.

(Signature)

Authorised Signatory



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13. That further alienation of the above said Plot may be allowed by the transferor only after the expiry of one year from the date of commencement of commercial production, after coverage of construction in accordance with the norms specified in EMP and installation of the plant and machinery, subject to further condition that the person, who steps into the shoes of the transferee, shall not be allowed to further transfer the Plot for atleast one year from the date of transfer of the aforesaid Plot in his/her/its name. Such transfer shall, however, be subject to the compliance of provisions and payment of transfer fee as prescribed in the EMP, as revised from time to time.

No transfer fee would be leviable after the project of the transferee has been in commercial production for more than five years and is free from all encumbrances. However, prior permission of transferor, shall be necessary for such transfer of the Plot. The fee at the rates, prescribed from time to time in the EMP, shall however, be payable by the transferee.

For Badve Engineering Pvt. Ltd.

[Signature]

Authorised Signatory



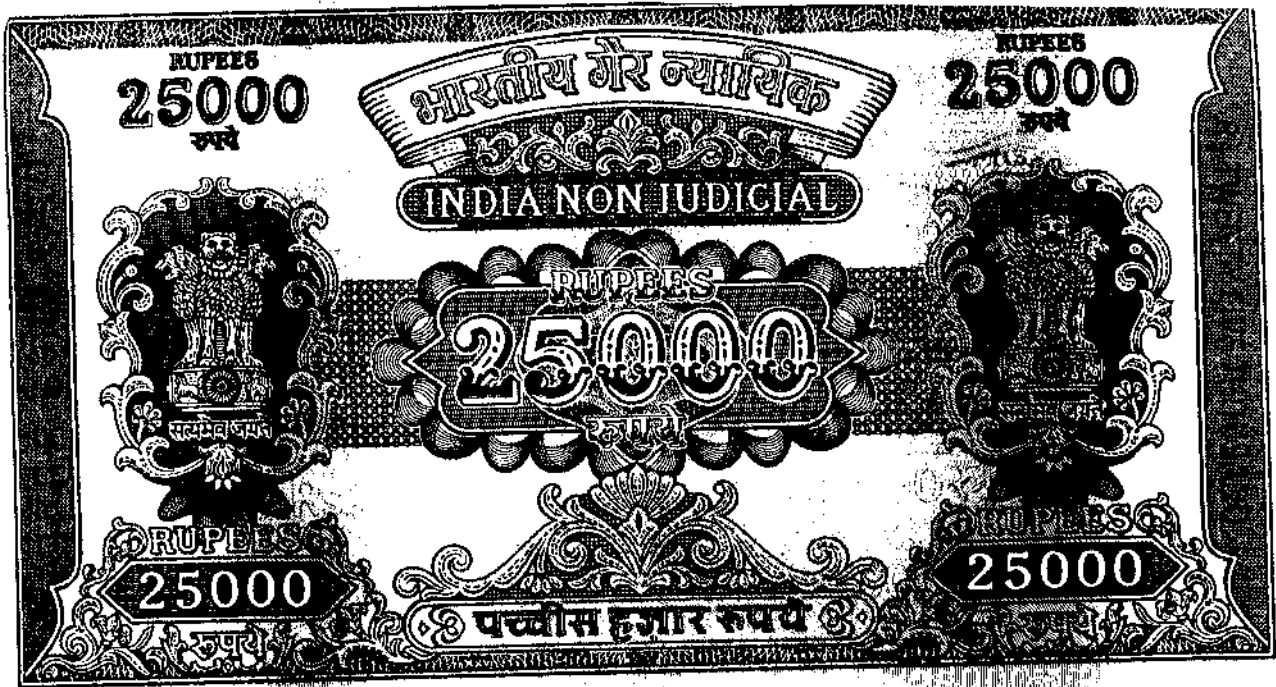
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14. That the transfer of the aforesaid Plot, due to inheritance, succession upon the death of the transferee/majority share holders or the project has been taken over by a financial Institution, may be allowed without charging transfer fee, but on the payment of processing fee at the rates as prescribed in the EMP, from time to time. The change of management by transfer of majority shareholding shall also be treated as transfer.
15. That for seeking permission for further transfer of the aforesaid Plot, the transferee shall apply to the transferor alongwith following documents:-
 - a) Original letter of allotment.
 - b) Proposed agreement to sell.
 - c) Project report of the proposed transferee, in case of any change of project.
 - d) Statement of means of financing of the proposed transferee.

FoE Badve Engineering Pvt. Ltd.

(Signature)
Authorized Signatory



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The transferee shall, however, be required to submit his request for the proposed transfer within a period of 30 days from the date of proposed Agreement to Sell, failing which a penalty equivalent to the transfer fee shall be imposed upon the transferee, while allowing such transfer. In case the transfer is allowed, the person who steps into the shoes of the transferee, shall be required to enter into a fresh Agreement with the transferor in respect of the industrial Plot.

16. That the change in shareholding may be allowed only if the original allottee/transferee or his family members (spouse, son, daughter, wife, parents, brother, sister) retain a minimum of 51% share in the project/company/firm. In case the original allottee/transferee and his family fail to retain the prescribed share holding of 51%, it shall be deemed to be transfer, for which the transfer fee at the rates prescribed in EMP, from time to time shall be payable by the transferee.

For Haryana State Indl & Infrs. Dev. Coprn. Ltd.

[Signature]

For Haryana State Indl & Infrs. Dev. Coprn. Ltd.



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17. That the transferee, being a private limited company, if becomes a public limited company and is listed with recognized stock exchange, the change in constitution may be allowed subject to the condition that the transferee or his associates (family members), retain the largest share holding and having management control, otherwise it shall be treated as a case of transfer and the transfer fee at the rates prescribed in EMP, from time to time, shall be payable by the transferee.
18. That in order to ensure optimum utilization of the industrial areas/industrial estates, leasing/renting of the premises of the building may be allowed if the transferee has made construction as per the standard norms and has remained in production for one year. Such permission may be granted by the transferor on payment of leasing fee, as prescribed in the EMP, from time to time. However, prior approval of the transferor for leasing shall be mandatory.

For Badve Engineering Pvt. Ltd.

[Signature]
Authorised Signatory



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19. That the number of leases on the aforesaid Plot shall be permitted as per the provisions contained in EMP. The permission for leasing shall be valid for the period specified in the permission letter and after having obtained permission for leasing, the transferee shall be at liberty to change the tenants within the period so specified subject to the transferee keeping transferor informed about any change made in the tenancy and getting the project of the lessee/tenant approved from transferor and payment of leasing fee as prescribed in the EMP. from time to time.
20. That the transferee shall have to take water for the unit set up and other area of the said Plot from the water supply system of the transferor on payment in accordance with the rates fixed from time to time. The transferee shall not dig or install any tubewell/bore-well within his Plot for meeting his water requirements.
21. That the transferor shall continue to be the owner of all mines and minerals, whatsoever, including sub-soil water in or underneath the surface of the Plot with all such rights and powers as may be necessary or expedient for the purpose of searching, working,

For Badve Engineering Pvt. Ltd.

(Signature)
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obtaining, removing & enjoying the same at all such times and in such manner as transferor may deem fit, with power to carry out any survey of all or any part of the said Plot and to sink pits, erect building, construct lines and generally appropriate and use surface of the said Plot for the purpose of doing the full enjoyment of the exceptions and reservations herein contained.

Provided that the transferee shall be entitled to receive from transferor such payment for the occupation by transferor of the surface and for the damage done to the surface or building on the said land by such works or workings or letting down as may be agreed upon between the transferor and the transferee or failing such agreement, the same shall be ascertained by reference to arbitration.

22. That the Govt. may in the near future acquire possession and proprietary rights over the land surrounding the industrial estates and the Govt. or any other authority on behalf of the Govt. may thereafter, in its discretion, decide to convert this area or a part thereof into a green belt or to use it for any other common purpose and in the event of such happening, the cost of the acquisition and development of the

For Badve Engineering Pvt. Ltd.

(Signature)
Authorised Signatory



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part of land so utilized payable by transferor to the Govt. or any authority on its behalf will be recoverable by transferor from its transferees proportionately. An amount demanded by transferor on account of such external development charges will be payable by the transferee to transferor in lump-sum or in installments, as may be decided by transferor.

23. That the transferee shall pay to the transferor such proportionate external development charges spent by the transferor or as may be payable to the Government or any other agency by the transferor for external water supply, electricity installation, Roads, Storm Water, drainage, sewerage, CETP etc., in addition to already stated in Clause 22 above, within 30 days from the date of the letter of demand failing which the transferee shall be liable to pay the sum alongwith interest @ 18% p.a. In the event of failure of the transferee to make payment of the amount demanded within three months from the date of issue of the said letter of demand, the Plot shall be liable to be resumed.

For Badve Engineering Pvt. Ltd.

(Signature)
Authorised Signatory



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24. That the transferor may, by its officers & servants, at all reasonable times and in reasonable manner after giving 24 hours notice in writing, enter in and upon any part of the plot and building erected thereon for the purpose of ascertaining that the transferee has duly performed and observed the conditions to be observed under the provisions of the RLA/Agreement and this deed.
25. That the transferor shall have full right, power and authority at all times, to do through its officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance of all or any of the terms, conditions and reservations imposed and to recover from transferee, as first charge upon the said land/building, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.
26. That the transferee shall comply with all the Estate Management regulations dealing with malba, cleanliness, quantum and the quality of effluent discharge, solid waster disposal, green cover obligations, vehicle parking regulations etc. among other things for proper

For Badve Engineering Pvt. Ltd.

(Signature)

Authorised Signatory

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For Haryana State Indl & Infrs. Dev Coprn Ltd

(Signature)



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maintenance of the industrial estate and its surrounding. Transferor shall be within its rights to ensure compliance of measures considered necessary for its maintenance and levy charges, fines and penalties, if necessary, towards achievement of its objectives.

27. That the transferee shall have to pay local and general taxes, rates or cesses etc., as imposed on the said Plot by the competent authority from time to time.
28. That the transferee shall pay the proportionate maintenance & service charges fixed from time to time and as communicated by the transferor. The maintenance & service charges will be payable on per square meter basis.
29. That the transferee agrees and undertakes that he/she/it shall, as far as possible, employ 75% of un-skilled workforce and shall give preference for other categories to candidates from among the Haryana domiciles in the unit set up/to be set up on Plot.

For Radve Engineering Pvt. Ltd.

(Signature)
Authorised Signatory

For Haryana State Indl & Infrs. Dev Coprn Ltd

(Signature)
Member (H.A.)



हरियाणा HARYANA

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30. That the transferor transfers this Plot for setting up and running an industry and thereby contributing to the overall economic activity in the State. In case the transferee does not continue to remain in production and the production gets held up, transferor shall issue a notice to resume production within a period of three months. In case the transferee fails to resume production activity within the given time, the Plot shall be liable to be resumed.
31. That if the transferee appoints ANY ATTORNEY, he/she/they shall submit the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the transferee duly attested by the Magistrate First Class within a week from the registration of the deed by Regd. A/D post or in person.
32. That so long as the transferee fully performs and complies with and continues to so perform and comply with each and all the terms & conditions herein made and provided , but not otherwise, the transferor will ensure to the transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.

For Badve Engineering Pvt. Ltd.

[Signature]
Authorized Signatory



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33. That the transferor will be competent to resume plots/sheds in its Industrial Estates in case an transferee defaults in complying with the terms and conditions of allotment/transfer/leasing etc. The resumption of Plot would be done by the transferor after giving show cause notice. Upon resumption, the principal amount deposited by the transferee will be refunded after deducting 10% of the price of the plot without any interest. The amount of interest and penalty, if any, paid on the installment(s), if any, shall also stand forfeited. The transferee will be Free to remove the structure/ debris, if any, within a period of two months of resumption order at his own cost, failing which it shall be removed by the transferor at the transferee's cost. The transferee shall not be entitled to any payment/compensation for building constructed by it on the resumed Plot.
34. That the Plot once resumed shall not be restored by transferor. However, an appeal shall lie to a committee, comprising of the Financial Commissioner Industries, Haryana, Director of Industries, Haryana & Managing Director, Haryana Financial Corporation against the order of the transferor ordering resumption. The decision of the aforesaid committee shall be final and binding.

For Badve Engineering Pvt. Ltd.

(Signature)

Authorised Signatory



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35. That all the acts and expenses of or incidental to the execution of this deed including the cost of stamp duty, registration etc. shall be borne by the transferee.
36. That the changes made in the Industrial Policy-2005 and/or EMP by the State Govt. or transferor, from time to time, as well as the changes and guidelines issued by the State Government or transferor from time to time regarding extension in time, transfer & leasing or any other issue pertaining to the allotment of industrial Plot and any other matter related to Estate Management shall be applicable and binding on the transferee.

For Badva Engineering Pvt. Ltd.

[Signature]
Authorized Signatory



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IN WITNESS WHEREOF, the parties to this deed have set their hands/seals on the dates mentioned against their signatures.

PARTY OF FIRST PART

for and on behalf of

Haryana State Indl. & Infrs. Dev. Corpn. Ltd.

Estate Manager

Witness:

Signature:

[Handwritten Signature]

Name:

Residence:

Occupation:

For Badve Engineering Pvt. Ltd.

PARTY OF SECOND PART:

for and on behalf of

M/s Badve Engineering Pvt. Ltd.

Authorised Signatory

Witness:

Signature:

[Handwritten Signature]

Name:

Abhijit S/o Shankarrao

Residence:

D-39, MIDC Waluj, Aurangabad.

Occupation: